



SACHI A. HAMAI
Interim Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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"To Enrich Lives Through Effective And Caring Service"

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December 16, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT GRANT AWARD FROM THE SOUTH COAST
AIR QUALITY MANAGEMENT DISTRICT FOR THE BICYCLE PARKING AND RIDER PROGRAM;
DELEGATE EXECUTION OF RELATED CONTRACTS AND AMENDMENTS; AND APPROVAL OF
AN APPROPRIATION ADJUSTMENT
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

SUBJECT

Authorize the Internal Services Department to accept and implement a grant award, future awards, and/or amendments to furnish and install bicycle racks and lockers, and conduct educational outreach for the Bicycle Parking and Rider Program; and approve an appropriation adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of Internal Services Department (Director-ISD), or designee, to accept and sign Grant Award Agreement Number ML 14030 with the South Coast Air Quality Management District (AQMD), Mobile Source Air Pollution Reduction Review Committee (AQMD-MSRC) in the amount of \$425,000 to partially fund the purchase and installation of up to 575 bicycle racks and lockers, and conduct educational outreach for the "Bicycle Parking and Rider Program" (aka "Bike Program"), at various County sites within the AQMD area (Attachment 1). The grant period is 38 months from the date of execution and has a matching fund requirement.
2. Authorize the Chief Executive Office (CEO) to utilize AB2766 funding, in the amount of \$370,000 from the Rideshare Program and \$55,000 in net County cost (NCC), to maximize the use of these monies and draw down the dollar for dollar match requirement; for a total Bike Program cost of \$850,000.

3. Adopt the attached Resolution authorizing the Director-ISD, or designee, to sign and submit all required grant documents, including but not limited to, applications, agreements, amendments, modifications, augmentations, extensions, payment requests, reports, and grant renewals that may be necessary for the completion of the Bike Program.
4. Delegate authority to the CEO, or designee, as an agent for the County, to apply and submit a grant application to the AQMD-MSRC for the Bike Program in future fiscal years and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.
5. Approve the request for appropriation adjustment for Fiscal Year (FY) 2014-15 in the total amount of \$425,000 to increase Services & Supplies (S&S) appropriation in ISD's Fiscal Year 2014-15 Budget to provide spending authority for the purchase and installation of bicycle racks and lockers funded by AQMD grant funding (Attachment 2).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CEO manages the County's mandated Rideshare Program, which is currently funded by AB 2766 revenues, and receives approximately \$1.28 million annually for this program from the AQMD. The MSRC, which is also funded with AB 2766 revenues, had a two-year Local Government Matching Grant Program where AQMD matched funds dollar for dollar for jurisdictions that use their AB 2766 revenue to implement emission reduction projects. Jurisdictions which do not utilize AB 2766 funds as match for the grants were limited to receiving a maximum of \$400,000 total over two years from the MSRC. It should be noted that jurisdictions may do both: utilize their AB 2766 funds, as well as other funding sources to draw down the \$400,000 "cap" amount.

The County identified a total of eight projects at an estimated cost of \$7.97 million and over a two-year period will maximize its AB 2766 funding of \$2.56 million and draw down the dollar for dollar match. We also intend to draw down the \$0.4 million cap by utilizing County general fund monies available for these projects. One of these eight projects includes the Bike Program.

Recommendation 1 authorizes the Director-ISD to accept grant funding in the amount of \$425,000 for the Bike Program.

Recommendation 2 authorizes the CEO to utilize AB 2766 funds as the matching fund requirement which will allow the County to fully leverage the County's noted funding source for implementation of this emission reduction project. The County may utilize up to 87 percent, \$370,000, of their AB2766 funds and 13 percent, \$55,000, in NCC as matching monies.

Recommendation 3 authorizes the Director-ISD to sign these grant documents, if necessary, that are associated with the completion of this project without returning to the Board.

Recommendation 4 authorizes the CEO to submit AQMD-MSRC grant funding applications as expeditiously as possible for this type of projects should future funding become available. The CEO will return to your Board to accept any future grants.

Recommendation 5 will increase ISD's S&S appropriation and Revenue budget to fund the implementation of the Bike Program.

Implementation of Strategic Plan Goals

This project is consistent with the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability. The project will enhance the County's ability to effectively reduce criteria (tailpipe emissions) and greenhouse gas air pollution in and around many County sites, thereby improving localized air quality and reducing health impacts for its staff, clients, and the community at large.

FISCAL IMPACT/FINANCING

The total project cost is estimated at \$850,000 over two Fiscal Years. Funding for this project includes the MSRC's grant in the amount of \$425,000 and County AB 2766 revenue in the amount of \$370,000, and \$55,000 in NCC which the CEO has identified within existing resources. The grant has a funding requirement which identifies that the matching component be composed of 87 percent from AB2766 revenues and 13 percent from local general funds. The recommended funding meets such requirement.

The Bike Program will be budgeted in ISD's Operating Budget upon approval of the appropriation adjustment submitted with this Board Letter. ISD's Office of Sustainability will administer the grant and oversee the project which is estimated to be completed in Fiscal Year (FY) 2015-16. ISD will request adequate appropriation in their FY 2015-16 budget for the Bike Program.

As noted, the Bike Program requires dollar for dollar matching funds and it is recommended that AB2766 funds be utilized to fully maximize these revenue resources. By committing the County's total AB 2766 revenues, as well as other available funding to address critical projects, the County will fully leverage funding by an additional \$1.28 million for a total of \$2.56 million; as well as draw down the additional \$400,000 cap.

Re-directing AB2766 funds from Rideshare Programs towards recommended projects will require backfilling of Rideshare Funds for FYs 2014-15 and 2015-16. The Bike Program includes 284 bicycle racks and lockers to be installed at Parks and Recreation sites and Parks has identified unrestricted funds of \$71,000 annually for two years, for a total of \$142,000 from their budget to partially backfill the countywide Rideshare Program. The remaining amount will be funded by \$114,000 in NCC annually for two years for a total of \$228,000, which the CEO has identified within existing resources, to backfill the countywide Rideshare Program in the amount of \$370,000.

DPW will also be provided with the opportunity to move forward with the other proposed projects, which the MSRC has approved, as part of the Local Government Matching Grant Program and the CEO recommends that the department utilize an estimated \$2.19 million in AB2766 funding to maximize revenue and expedite the completion of those very important projects; DPW will backfill a like amount to the countywide Rideshare Programs and will return to the Board with a separate Board Letter to address those seven projects.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 15, 2013, the CEO, in conjunction with ISD, submitted a grant application in response to MSRC's grant solicitation. The MSRC awarded a grant of \$425,000, with a dollar for dollar match requirement, for the implementation of a Bike Program at various County sites.

The grant agreement has been reviewed and approved as to form by County Counsel.

On July 11, 2000, the Board approved guidelines for the acceptance of State and federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement (GMS) for your review prior to the departments carrying out the activities covered under the Grant Award Agreement. Accordingly, the GMS for the \$425,000 MSRC Grant for the Countywide Bicycle Parking and Rider Program has been prepared (Attachment 3).

ENVIRONMENTAL DOCUMENTATION

The Bike Program is categorically exempt from the provisions of CEQA pursuant to Section 15301(a), (d), and (f) of CEQA guidelines.

CONTRACTING PROCESS

The bicycle racks and lockers are commodities under the statutory authority of the County Purchasing Agent. Accordingly, the purchase will be requisitioned through and accomplished by ISD in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The MSRC grant will be managed and implemented by two County Departments. ISD will furnish and install up to 575 bicycle racks and lockers at various County facilities and locations within the AQMD region. The CEO Office of Workplace Programs and Marketing (CEO-WPM), in collaboration with the County's Wellness Program, will use grant funds to create an employee bicycle education and encouragement program for County employees to ensure they feel confident and safe while cycling to work. Over a two year period, the program will provide: 48 one (1) hour "Basics of Bicycle Commuting" workshops and eight, six (6) hour "Traffic Skills 101" courses. Incentives to encourage employee participation will include free bicycle helmets and light sets.

The lack of secure bicycle parking and fear of cycling in traffic are frequent reasons why people hesitate to ride a bike to work. This program supports the implementation of existing County policy goals, including the 2012 Los Angeles County Bicycle Master Plan; the 2012 Board of Supervisors' motion to implement bicycle parking at County facilities and in communities with high obesity rates; and the 2013 Healthy Design Ordinance. Implementation of this program also promotes rideshare, helps reduce vehicle-miles traveled, improves air quality, relieves traffic congestion, and increasing levels of physical activity among residents and employees. The program may also lead to reductions in reimbursements for County mileage.

ISD will provide the Board a status report upon installation of all Bicycle Racks and completion of the Education Program.

The Honorable Board of Supervisors

12/16/2014

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CONCLUSION

Upon Board approval, please return two individually certified copies of the adopted Board Letter and two signed Resolutions to the CEO-WPM and ISD Grant Unit.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sachi A. Hamai" followed by a small flourish.

SACHI A. HAMAI

Acting Chief Executive Officer

SAH:SHK

MLM:EW:mr

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Internal Services Department
Parks and Recreation
Public Works

ATTACHMENT I



**South Coast
Air Quality Management District**



Contract No. ML14030

AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Los Angeles (hereinafter referred to as "CONTRACTOR") whose address is 1100 North Eastern Avenue, Los Angeles, California 90063.
2. **RECITALS**
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application/Proposal dated October 15, 2013.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. **DMV FEES** - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. **AUDIT AND RECORDS RETENTION**
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for thirty eight (38) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and

understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
 - A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
 - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
 - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
11. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
12. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.
13. PAYMENT
 - A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Four Hundred Twenty Five Thousand Dollars (\$425,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
 - B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.

- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 - 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 - 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 - 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
14. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
15. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be

retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

16. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District

21865 Copley Drive

Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:

County of Los Angeles

1100 N. Eastern Ave.

Los Angeles, CA 90063

Attn: Richard Teebay, email: RTeebay@isd.lacounty.gov

17. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
18. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

19. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
20. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
21. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
 - B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
22. ASSIGNMENT AND TRANSFER OF EQUIPMENT
- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
 - B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**
23. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

24. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
25. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
26. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
27. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
28. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
29. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
30. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
31. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
32. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
33. PREVAILING WAGES - CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies

thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

34. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
35. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: Barbara Baur

//MSRC Master Boilerplate
Revised April 10, 2014

**Attachment 1
Statement of Work
County of Los Angeles
Contract Number ML14030**

1. Project

- A. The County of Los Angeles (hereinafter referred to as "CONTRACTOR") is to install at least 575 bicycle racks, primarily for employee use, at over 200 of CONTRACTOR's facilities within those portions of Los Angeles County under SCAQMD jurisdiction. Additionally, CONTRACTOR shall install signage at each facility where racks are installed, and install supplemental lighting at a minimum of 80 of these locations. CONTRACTOR shall notify SCAQMD staff of specific locations selected.
- B. CONTRACTOR shall also develop and implement a bicycle outreach and education program, including the following elements:
 - i. Conduct forty-eight (48) one-hour basic bicycle commuting workshops at geographically dispersed locations within SCAQMD jurisdiction;
 - ii. Purchase and distribute 800 bicycle light sets to basic workshop attendees;
 - iii. For interested commuters, conduct eight (8) six-hour "Traffic Skills 101" bicycle courses with more in-depth content on rules of the road and hands-on bicycle skills practice, with courses to be held on Saturdays or Sundays; and
 - iv. Purchase and distribute 160 bicycle helmets to "Traffic Skills 101" course attendees.

CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the bicycle infrastructure installations and education program. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until all bicycle infrastructure improvements and education program are complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, attendance at workshops, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future bicycle transportation projects.

**Attachment 1
Statement of Work
County of Los Angeles
Contract Number ML14030**

4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Finalize locations for bicycle infrastructure	Month 10
Submit Public Outreach Plan	Month 10
Complete installation of 40% of bicycle infrastructure	Month 18
Complete installation of all bicycle infrastructure	Month 33
Implement bicycle outreach and education program	Month 33
Implement Public Outreach Plan	Month 35
Quarterly reports	Months 4, 7, 10, 13, 16, 19, 22, 25, 28, and 31
Final Report	Month 36

**Attachment 2
Payment Schedule
County of Los Angeles
Contract Number ML14030**

Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	CONTRACTOR AB2766 Subvention Funds Applied	Other Funds Applied to Match	Additional Project Co-Funding (not matched)	Total Cost
Install bicycle racks, signage and lighting	\$400,000	\$348,380	\$51,620	\$0	\$800,000
Implement Bicycle Education Program	\$25,000	\$21,764	\$3,236	\$0	\$50,000
Totals	\$425,000	\$370,144	\$54,856	\$0	<u>\$850,000</u>

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. However, reimbursement may be made for infrastructure even if education program is not yet complete, or vice versa. Proof of completion shall include:

Bicycle Infrastructure

- Representative photos;
- a report signed by a responsible official certifying that the bicycle infrastructure has been installed as described in Attachment 1; and
- invoice(s) from any subcontractor(s) performing the installations.

Education Program

- Representative photos of light kits and bicycle helmets distributed;
- Invoice(s) for light kits and bicycle helmets; and
- Invoice(s) from any subcontractor(s) conducting workshops and/or courses.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, so that the amount reimbursed to CONTRACTOR shall not exceed the actual amount of other funds applied.

**Attachment 2
Payment Schedule
County of Los Angeles
Contract Number ML14030**

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

ATTACHMENT II

PINK

BA FORM 03/13

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF INTERNAL SERVICES

DEPT'S.
NO. 300

December 1, 2014

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2014-15

4 - VOTES

SOURCES

INTERNAL SERVICES DEPARTMENT
A01-IS-91-906A-13100
LOCAL GRANTS
INCREASE REVENUE - \$213,000

INTERNAL SERVICES DEPARTMENT
A01-IS-96-9911-13100
OPERATING TRANSFERS IN
INCREASE REVENUE - \$212,000

SOURCES TOTAL: \$ 425,000

USES

INTERNAL SERVICES DEPARTMENT
A01-IS-2000-13100
SERVICES & SUPPLIES
INCREASE APPROPRIATION - \$425,000

USES TOTAL: \$ 425,000

JUSTIFICATION

Reflects an increase in appropriation to provide spending authority for the purchase and installation of up to 288 bicycle racks, lockers, and to conduct an educational outreach program. These activities will be funded by AQMD grant funding (50%) along with a match from County AB2766 funds (50%).


AUTHORIZED SIGNATURE DAVE YAMASHITA, ADMIN DEPUTY

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR --


☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 061

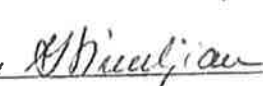

Dec. 2 20 14

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY


Dec 3 20 14

ATTACHMENT III

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: **CHIEF EXECUTIVE OFFICE**

Grant Project Title and Description: **SCAQMD/MSRC Grant for the Countywide Bicycle Parking and Rider Program**

Provide up to 575 Bike racks at various County facilities and implement the Bicycle Education Program for County employees.

Funding Agency

SCAQMD/MSRC

Program (Fed. Grant # /State Bill or Code (/)

Local Match Program

Grant Acceptance Deadline

N/A

Total Amount of Grant Funding: **Up to \$425,000**

Grant Period: **38-Months**

Begin Date: **Approx. 1/14/2015**

Number of Personnel Hired Under This Grant: **N/A**

County Match: **Dollar for Dollar**

End Date: **38 months from Execution**

Full Time: **0** Part Time: **0**

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? **N/A** Yes No

Will all personnel hired for this program be placed on temporary ("N") items? **N/A** Yes No

Is the County obligated to continue this program after the grant expires? **3 Years Operation** Yes No

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services **Yes X** No

b). Identify other revenue sources **Yes** No **X**

(If yes, describe): **program maintenance costs will be negligible – may institute cost recovery.**

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. **Yes** No **X**

Impact of additional personnel on existing space: **N/A**

Other requirements not mentioned above: **None**

Department Head Signature



12/5/14
Date